

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
FRANCHISE GROUP, INC., <i>et al.</i> ,	)	Case No. 24- 12480 (JTD)
	)	(Jointly Administered)
Debtors.	)	
	)	Related to D.I. 487
	)	

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**OBJECTION OF OXFORD VALLEY ROAD ASSOCIATES, L.P. TO DEBTORS’  
NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT AND CURE COSTS  
WITH RESPECT TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Oxford Valley Road Associates, L.P. (“OVRA”), by and through their undersigned attorneys, hereby file its objection to the cure amount set forth in the Notice of Possible Assumption and Assignment and Cure Costs with respect to Executory Contracts and Unexpired Leases filed by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) on December 20 2024 (the “Cure Notice”) [D.I. 487], and respectfully represent in support thereof as follows:

**BACKGROUND**

1. On November 3, 2024 (the “Petition Date”), the Debtors filed respective voluntary petitions for reorganization pursuant to Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). Since the Petition Date, the Debtors have continued to manage their properties and operate their businesses as debtors-in-possession pursuant to §§1107 and 1108 of the Bankruptcy Code.
2. OVRA is the owner of The Court at Oxford Valley (the “Premises”), which is a shopping center within the meaning of §365(b)(3) of the Bankruptcy Code.

3. On October 1, 2017, OVRA, as lessor, entered into a lease (as amended, the “Lease”) with Vitamin Shoppe Industries LLC, one of the Debtors, as lessee, for commercial space at the Premises.

4. On November 7, 2024, OVRA filed claim no. 15 reflecting that, as of the Petition Date, the lessee was indebted to OVRA in the amount of \$24,752.16 (the “Claim”).

5. On December 20, 2024, the Debtors filed the Cure Notice. Notwithstanding the filing of the Claim, which itemizes those amounts due under the Lease as of the Petition Date, the Cure Notice reflects that the Debtors’ stated cure amount under the Lease is \$0.00.

6. Annexed hereto and made a part hereof as Exhibit “A” is a statement reflecting the amount due and owing to OVRA under the Lease as of January 2, 2025. As reflected therein, the applicable Debtor is indebted to OVRA in the amount of \$24,867.06 as of the date hereof.

7. While OVRA reserves its rights with respect to the prospective assumption and assignment of the Lease, it objects to the stated cure amount for the reasons hereinafter set forth.

### **RELIEF REQUESTED**

#### **A. The Cure Amount is Understated.**

8. As it relates to the OVRA, the Cure Notice understates the amount due and owing by the Debtors under the Lease. In contrast to the stated cure amount, the actual amount due and owing under the Lease as of January 2, 2025 is as set forth in Exhibit “A”..

9. In order to assume (or assume and assign) the Lease, the Debtors are required to cure defaults existing thereunder pursuant to § 365(b)(1)(A) of the Bankruptcy Code, which provides in relevant part that “[i]f there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of

assumption of such contract or lease, the trustee ... cures, or provides adequate assurance that the trustee will promptly cure, such default..." 11 U.S.C. § 365(b)(1)(A).

10. Accordingly, the Lease may not be assumed unless and to the extent that all pre- and post-petition amounts are paid promptly and in full.

### **RESERVATION OF RIGHTS**

11. OVRA specifically reserves its rights to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including adequate assurance of future performance to be provided by an assignee.

### **CONCLUSION**

12. For the foregoing reasons, OVRA seeks an order of this Court fixing the Debtors' cure obligations under the Lease in the amount set forth herein (less any payments made by the Debtors on account of such sum prior to the assumption of the Lease plus any additional post-petition amounts accruing under the Lease through the date thereof) and directing the Debtors promptly to satisfy such amounts following the entry of an order approving the assumption and assignment of the Lease.

WHEREFORE, Oxford Valley Road Associates, L.P. respectfully request the entry of an order granting the relief described herein, together with such other and further relief as is just and proper.

Dated: January 2, 2025

**FLASTER/GREENBERG P.C.**

/s/ William J. Burnett, Esquire  
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